

# APPLICATION



# **Federal Trade Commission (FTC) Holder Rule**



**Applies to for-profit schools.**



**Requires 2 things be proven in a court of law:**

**1. Promised training not provided**

**AND**

**2. A business relationship between the  
school and the lender exists**

## Item 35

### “All or Nothing”

*Example:*    subsidized Federal Stafford Loan certified for \$400  
                  unsubsidized Federal Stafford Loan certified for \$1,000

**This lender has a policy setting a minimum loan amount at \$500.**

**May the lender approve the unsubsidized loan for \$1,000 and the subsidized portion for \$0?**

***NO!***

Single exception: when a loan is certified for less than \$200.

## **APPLICATION DEADLINE**

Applications must be certified by the school prior to the end of the loan period and must be received by Guarantec, the Missouri Student Loan Program's servicer, in time for the school to deliver funds within 90 days of the end of the loan period.

However, a postsecondary educational institution may have policies in place giving deadlines earlier than the last day of the loan period.

## **EFC, EFA, COA**

### ***☛ Higher Education Amendments of 1998***

The school is no longer required to certify the following data elements to the lender on the Stafford Loan application:

- Estimated Financial Assistance (EFA)
- Expected Family Contribution (EFC)
- Cost of Attendance (COA)

This does not change the school's requirement to use these data elements to certify Stafford Loans, to maintain such documentation, and make it available to lender, guarantor or the USDE upon request.



## APPLICATION PROCESS

### **Preapproved Lender Program**

The Missouri Student Loan Program (MSLP) offers the Preapproved Lender Program to participating lending institutions. The agreement provides for the completion of the lender's section of the application and approval of the loan on the lender's behalf by the MSLP's contract servicer, Guarantec. Following guarantee of the loan, Guarantec sends the lender (by mail or teletransmission) the promissory note and/or the Notice of Loan Guarantee and Disclosure Statement (NOG). This program is intended to streamline the application process and reduce the lender's workload in loan origination.

### **PLUS Preapproved Lender Program**

Schools transmit the Federal Parent Loans for Undergraduate Students (PLUS) loan application electronically to the MSLP's servicer, Guarantec. The Guarantec system evaluates the application through the normal edit process. If the application passes normal edits, a credit check is performed the next day. Guarantec personnel determine if the applicant passes or fails the credit check based on the regulatory definition of adverse credit found in 34 CFR 682.201(b)(1)(C).

If the applicant passes the credit check and the loan is guaranteed in the normal overnight process, the school will receive notification electronically that the loan is guaranteed the second day. A copy of the credit report and the NOG and Disclosure Statement will be provided to the lender. If the applicant fails the credit check, a letter is sent to the borrower informing him of the denial. A copy of the credit report and denial letter will then be sent to the lender. The lender may evaluate the credit report and, if extenuating circumstances exist, the lender may transmit the application for guarantee. Due to privacy considerations, and because lenders make the final determination concerning the making of a loan to a borrower determined to have adverse credit, the MSLP will not provide schools with either the credit report or the denial letter sent to the borrower. The MSLP strongly encourages lenders to cooperate fully with any school's request for documentation from the lender substantiating the Federal PLUS loan applicant's denial due to adverse credit. Schools are required to obtain and retain such information before certifying additional unsubsidized Federal Stafford Loan funds for a student.

### **Nonpreapproved Lender Program**

The lender may choose to review and approve all loans prior to guarantee and remain nonpreapproved. The lender will need to complete the Lender Section of the application.

## TECHNICAL SUPPORT FOR CLIPS

The Missouri Student Loan Program's (MSLP) servicer, Guarantec, has a PC Services Help Desk that takes calls on behalf of the MSLP to answer technical questions about Comprehensive Loan Information Processing System (CLIPS) transmissions, as well as MSLP applications processed through CommonLine<sup>SM</sup> products. In order for PC Services to be able to better assist callers, remember to keep the following information in mind:

- If you encounter an error while working on CLIPS, make a print screen of the error message to help PC Services staff identify the problem.
- Remember to print your Transmit and Receive reports. If an error occurs, these reports enable the staff to research specific accounts within the questioned batch.
- Evaluate your procedures regarding back up of the data. If your computer experiences an extensive failure, application data may be lost. See Chapter 8 of the CLIPS manual for more information.
- You should receive the Transaction Received Report daily to determine if transactions have been processed by another source.
- Evaluate your procedures for purging records. To ensure your computer's disk space remains adequate to run CLIPS, it may be necessary to purge records from time to time. After purging records, it is recommended that you back up the application data and then restore the application data to complete the purging of the records. See Chapter 8 of the CLIPS manual for more information.

If you have questions about your application software, please contact the PC Services Help Desk at (800) 535-HELP (4357). For questions on how to obtain CLIPS, please contact the MOSTARS (Missouri Student Assistance Resource Services) Information Center.

# Stafford Loans

## Common Application Correction Process

ELEMENT	ITEM	REQUIREMENT
Name	1	Level 1 Middle initial not required.
SSN	2	Level 1
Address	3	Level 1
Telephone Number	4	No follow-up required if missing.
Loan Period	5	If blank and school has certified, no follow-up required.
Driver's License #	6	Level 1 Must be n/a or contain a number. Electronic schools may have transmitted a blank.
Lender Name	7	Level 1 If lender code completed, lender name may be inserted.
Lender Code	8	Level 1 Must be completed in order to obtain a guarantee. Must match lender code in item 32.
Date of Birth	9	Level 1
References	10	Level 1
Loan Assistance Requested		There must be at least one response in item 11a or b. Electronic school printing applications may determine amount from accepted award letter.
Requested Subsidized	11 a	Level 2 May be on original application or correction form.
Requested Unsubsidized	11 b	Level 2 May be on original application or correction form.
Requested Amount	12	Level 2 (Same as 11 above.)
Deferment Request	13a & b	Level 1
Interest Capitalization	14a & b	Level 1
EFT Authorization	15a & b	Level 2 If not on original application, a borrower authorization form is required.
Borrower Signature/Date	16	Level 2 No alterations to the Promissory Note section are allowed.

### Level 1 =

- Follow-up required if blank.
- Follow-up may be conducted by lender, school, or guarantor.
- Documentation must be maintained to record the source of the information.
- Written confirmation from the student is not required.

### Level 2 =

- Written response is required to correct the information.
- A correction form may be used unless correction on application specifically required.

**Note: Schools electronically transmitting data are only required to check the box in the school certification section. All other items in the school section may be left blank if the box has been checked.**

School Name	17	Level 1
School Address	18	Level 1
Loan Period	19	Level 1
Grade Level	20	Level 1
Enrollment Status	21	Level 1
AGD	22	Level 1
School Code/Branch	23	Level 1
Cost of Attendance	24	Level 1 May not be blank.
EFC	25	Level 1 May not be blank.
EFA	26	Level 1 May not be blank.
Certified Amount		At least one item must be completed by the school.
Subsidized Amount	27a	Level 1
Unsubsidized Amount	27b	Level 1
Telephone Number	28	Level 1
Disbursement Dates	29	Level 1
Signature of School Official Date	30	Level 2 Correction must occur on application. Correction form not acceptable. If date is blank, the date may be assumed to be the date the application was received. Signature not required for electronically produced application.
Lender Name Street Address City, State, Zip	31	Level 1
Lender Code	32	Level 1
Telephone Number	33	Level 1
Lender Use Only	34	No follow-up required.
Approved Amount		At least one item must be completed by the lender, unless preapproved lender.
Subsidized Amount	35a	Level 1
Unsubsidized Amount	35b	Level 1
Signature of Lending Official	36	Level 2, unless preapproved lender. Correction must occur on application. Correction form not acceptable.

## Common PLUS Application Correction Process

ELEMENT	ITEM	REQUIREMENT
Borrower Name	1	Code 1 Middle initial not required.
Borrower SSN	2	Code 1
Address	3	Code 1
Telephone Number	4	No follow-up required if missing.
Loan Period	5	Code 1 If blank and school has certified, no follow-up required.
Driver's License #	6	Code 1 Must be n/a or contain a number. Electronic schools may have transmitted a blank.
Date of Birth	7	Code 1
Lender Name	8	Code 1 If lender code completed, lender name may be inserted.
Lender Code	9	Code 1 Must be completed in order to obtain a guarantee. Must match lender code in item 38.
Requested Loan Amount	10	Code 2
Borrower Citizenship Status	11	Code 1
State of Legal Residence	12	Code 1
Employer	13	Code 1
Current Default	14	Code 2 Documentation of satisfactory repayment arrangements must be enclosed if "y."
EFT Authorization	15	Code 2 If not on original application, a borrower authorization form is required.
Deferment Request	16 a-f	Code 1
References	17	Code 1
Borrower Signature/Date	18	Code 2 Cross-over and whiteout not acceptable.
Student Name	19	Code 1
Student SSN	20	Code 1

Student Date of Birth	21	Code 1
Student Citizenship Status	22	Code 1
Student Deferment Status	23	Code 2 Documentation of satisfactory repayment must be enclosed if "y."
Student Signature	24	Code 2
School Name	25	Code 1
School Address	26	Code 1
Loan Period	27	Code 1
Grade Level	28	Code 1
Enrollment Status	29	Code 1
AGD	30	Code 1
School Code/Branch	31	Code 1
Cost of Attendance	32	Code 1 May not be blank.
FA	33	Code 1 May not be blank.
Certified Amount	34	Code 1
Signature of School Date	35	Code 2 Correction must occur on application. Correction form not acceptable. If date is blank, the date may be assumed to be the date the application was received. Signature not required for electronically produced application.
Telephone Number	36	Code 1
Disbursement Dates	37	Code 1
Lender Name Street Address City, State, Zip	38	Code 1
Lender Code	39	Code 1
Telephone Number	40	Code 1
Approved Amount	41	Code 1
Signature of Lender	42	Code 2 Correction must occur on application. Correction form not acceptable.
Lender Use Only	43	No follow-up required.

**CODE 1 =**

- Follow-up required if blank.
- Follow-up may be conducted by lender, school, or guarantor.
- Documentation must be maintained to record the source of the information.
- Written confirmation from the student is not required.

**CODE 2 =**

- Written response is required to correct the information.
- A correction form may be used unless correction on application specifically required.

Lender Approved
Lender OE
Name of Official

## Federal PLUS Loan Correction Form

One or more of the items on the Common Application for the Federal PLUS loan has been left blank or requires correction. The U.S. Department of Education requires certain items to have written response in order to process the application.

BORROWER SECTION	Please Print Neatly or Type	READ THE INSTRUCTIONS CAREFULLY
You only need to complete the items that have been identified by your lender or school.		
1. Last Name	First Name	2. Social Security Number
<b>LOAN ASSISTANCE REQUESTED</b> 10. Requested Loan Amount \$ _____ 00		
16. Do you have an outstanding Federal Stafford, Supplemental Loan for Students, Parent PLUS, or Consolidation Loan which was disbursed before July 1, 1993? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No  If you checked "yes", do you want to postpone (defer) payment of the principal of this loan based on the student's in-school status? (See instructions - additional documentation may be required if the student is not enrolled full time.) <input type="checkbox"/> c. Yes <input type="checkbox"/> d. No  If you checked "yes" to Box (a) and (c), do you want the interest that accrues on this loan deferred and capitalized? If no, you will be required to pay the interest. <input type="checkbox"/> e. Yes <input type="checkbox"/> f. No		
<b>17 REFERENCES: You must provide two separate references with different U.S. addresses. Both references must be completed fully.</b>		
Name		
Permanent Address		
City, State, Zip Code		
Area Code/Telephone	(       )	(       )
<div style="text-align: right; margin-right: 50px;">           Borrower Signature _____            Date (MO/DA/YR) _____         </div>		

<b>School and Lender Instructions</b>
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This form should be submitted to the lender. A completed copy should be maintained in the school and lender's file. This form documents that required written responses have been received. This form may not be physically attached to the application.

### INSTRUCTIONS

This form may not be utilized to correct an error or omission in the Promissory Note (Item 18 on the original application.)

<b>BORROWER SECTION</b>
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1. For identification purposes, this item must always be completed. Enter last name, first name and middle initial if applicable.
2. For identification purposes, the SSN must always be completed.
10. A borrower must provide a requested loan amount in writing. Loans may not be approved for an amount in excess of the number in this field.
- 16 a/b. In order to determine deferment eligibility, a borrower must indicate if a loan disbursed prior to July 1, 1993 is outstanding.
- 16 c/d. A lender may request that this item be completed to document a borrower's request for an in-school deferment.
- 16 e/f. In order for a borrower to have interest capitalized on the Federal PLUS loan, a borrower must request capitalization in writing by checking the appropriate box.
17. The lender may require that references be corrected with this form to ensure legibility.

**THE BORROWER MUST SIGN AND DATE THE CORRECTION FORM IN THE BORROWER SECTION.**



## FEDERAL STAFFORD LOAN MASTER PROMISSORY NOTE (MPN)

### Features

- “*Multi-year feature*” -- A borrower may receive multiple loans over the course of multiple academic periods with a single Federal Family Education Loan (FFEL) Program note, or the MPN can be used for single loans made for individual academic periods.
- For Federal Stafford Loans only.
- The earliest implementation date for the MPN is for loan periods beginning on or after July 1, 1999.
- During an interim implementation period, schools may choose whether to use the MPN or the existing common application and promissory note for Federal Stafford Loans.
- Master Promissory Note ***must*** be used for ***all Federal Stafford Loans*** effective for loan periods beginning on or after July 1, 2000, and for any Federal Stafford Loan certified on or after July 1, 2000, regardless of loan period.

### Form Design Changes

- School certification moved to a separate document for schools using paper; otherwise, school certification can be transmitted electronically.
- Cost of Attendance (COA), Expected Family Contribution (EFC), Estimated Financial Aid (EFA) are deleted. This does not change the school’s requirement to use these data elements to certify Federal Stafford Loans, to maintain such documentation, and to make it available to the lender, guarantor, or the U. S. Department of Education (USDE) upon request.
- Lender section is deleted.
- Borrower section of the MPN allows for the borrower’s choice of lender.
- Borrower Certifications will appear above the borrower’s signature (not on the back).
- Borrower Authorizations (item #14) will appear above the borrower’s signature. By signing the MPN, the borrower authorizes:
  - A – Certification of eligibility for loans
  - B – Delivery of proceeds received by Electronic Funds Transfer (EFT) or master check
  - C – Payment of any refunds to the lender
  - D – Investigation of the borrower’s credit record
  - E – Alignment of repayment and capitalization of interest during forbearance and deferment periods (item #12 asks the borrower to check if he/she wishes to pay unsubsidized interest while in school), and

- F, G – Release of information
- Requested Loan Amount (item #11)
  - The borrower may request a specific amount for the initial loan in the multi-year process, or for a single loan made for a single academic period.
  - By leaving item #11 blank, the borrower authorizes the school to certify the full amount for which he/she is eligible, as determined by the school.

### **Multi-Year Feature**

- Authorized by Section 432(m)(1)(D) of the Higher Education Act of 1965, as amended (HEA), as revised by the Higher Education Amendments of 1998.
- Target group – students attending schools with longer educational programs who receive multiple loans.
- Initially approved for four-year schools, and graduate/professional schools.
- USDE may exclude specific schools from having the authority to use the multi-year feature of the MPN.
- Other schools may be designated by the USDE to participate.
- USDE will publish a list of schools eligible to participate. Updates will be provided on a consistent basis.
- It is the lender's responsibility to ensure that a loan is supported by a valid, signed MPN. A guarantor may elect to assist in this process.
- A student's eligibility for participation in the multi-year process is school-specific, not program-specific. If the student attends an eligible school, the student's program length is irrelevant.
- If the student transfers to a school that is not eligible to participate in the multi-year process, it is the LENDER'S responsibility to obtain a new signed MPN for attendance at the new school.
- A new MPN is not required if the student transfers to a school eligible to participate in the multi-year process, or if the guarantor changes.
- Schools may request that some or all of their students sign a new MPN. The school should notify the lender of the request.
- The multi-year feature of the MPN automatically expires upon the earliest of:
  - The date the lender receives written notification from the student revoking the MPN
  - Twelve months after the original MPN was signed if no disbursements were ever made under that note, or
  - Ten years from the date the student signed the MPN. However, if a portion of a loan is made on or before ten years from the signature date, remaining disbursements of the loan can be made.

- A new MPN is not required if the lender changes as the result of a merger or acquisition.
- A new MPN is not required if loans are sold and the acquiring lender assumes the right to offer subsequent loans under the MPN. In those cases, the original note can continue to be used by the new lender.
- All loans made under an MPN are governed by and enforceable under the terms and conditions of the MPN. Statutory or regulatory changes that affect subsequent loans will be disclosed by the lender at or before disbursement of the affected loan.
- The borrower's obligation to repay any loan made under an MPN is established by whether the loan was disbursed and whether the student for whom the loan was made received the benefit of the loan.
- By accepting disbursements issued at any time under the MPN, the borrower accepts the obligation to repay.
- If one of a series of loans made under the MPN defaults (or is otherwise filed as a claim for insurance), it is eligible for claim payment based on a true and exact copy of the MPN.

### **Notification or Confirmation**

**Confirmation** – borrower takes action to confirm the proposed type and amount of loans, or to request a specific loan amount.

- The school and the lender must have in place a process or processes for providing confirmation or notification.

**Notification** – student is not required to take active steps to confirm the loan.

- The student is notified of the proposed loan package and required to take action only if he/she wants to reject or modify the loan type or amount.
- The borrower must be notified of or must have confirmed the proposed dollar amount, by type of loan (subsidized or unsubsidized), for each loan to be awarded for the loan period.
- The notification and confirmation processes can be part of and/or can supplement existing required notices and disclosures.
- Although the lender's (or guarantor's) initial disclosure is a notification action, it cannot be the only process supporting the loan. The school or lender must provide another notification or confirmation process.
- USDE will not require specific procedures to accomplish confirmation or notification.
- Schools and lenders must document their standard confirmation or notification process(es).
- Confirmation points can be established by the school or lender and may require the student to confirm each loan or each loan disbursement.
- Confirmation or notification will not be reviewed in evaluating a claim. A claim will not be denied based on the lack of evidence relating to confirmation or notification. However, if a court rules that a loan is unenforceable solely because of the lack of evidence of confirmation or notification, insurance and reinsurance benefits must be repaid.

**Federal Family Education Loan Program (FFELP)**

Guarantor, Program, or Lender Identification

OMB No. 1840-0742  
Form approved  
Exp. date 9-30-1999**Federal Stafford Loan  
Master Promissory Note**

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

**Borrower Information***Please print neatly or type. Read the instructions carefully.*

1. Last Name		First Name	MI	2. Social Security Number	
3. Permanent Street Address (If P.O. Box, see instructions.)			4. Home Telephone Number ( )		5. Date of Birth (Month/Day/Year)
City	State	Zip Code	6. Driver's License State and Number State #		7. E-mail Address (Optional)
8. Lender Name		City	State	Zip Code	9. Lender Code, if known
10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent (if living) or legal guardian. Both references must be completed in full.					
Name		A. _____		B. _____	
Permanent Address		_____		_____	
City, State, Zip Code		_____		_____	
Area Code/Telephone		( ) _____		( ) _____	
Relationship to Borrower		_____		_____	

11. Requested Loan Amount: I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of the type(s) and amount(s) of loan(s) that I am eligible to receive. I may decline a loan or request a lower amount by contacting my lender or school. Additional information about my right to cancel or reduce my loan is included in the Borrower's Rights and Responsibilities Statement and Disclosure Statements that have been or will be provided to me.

12. Interest Payments (Optional):

☐ I want to pay unsubsidized interest while I am in school.**Borrower Certifications and Authorizations***Read carefully before signing below.*

13. I declare under penalty of perjury that the following is true and correct:
- A. I certify that the information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
  - B. I certify that I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
  - C. I certify that I do not now owe a refund on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant) and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program ("FFELP") as defined in the Borrower's Rights and Responsibilities statement, or I have made satisfactory payment arrangements on the defaulted loans.
14. For all subsidized and unsubsidized Federal Stafford Loans (as described in the additional Note provisions and the Rights and Responsibilities statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations:
- A. I authorize my school to certify my eligibility for loans under this Master Promissory Note.
  - B. I authorize my school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my student account.
  - C. I authorize my school to pay to the lender any refund that may be due up to the full amount of the loans.
  - D. I authorize the lender, the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
  - E. I request and authorize my lender to: (i) during the in-school and grace periods of any loans made under this Note, defer and align the repayment of principal on all of my FFELP loans that are in repayment status; and (ii) add unpaid interest that accrues on all my FFELP loans to the principal balance of such loans ("capitalization") including such loans made under this Note, during forbearance periods, and for unsubsidized loans, during in-school, grace, and deferment periods as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest cost I incur.
  - F. I authorize the release of information pertinent to my loans: (i) by the school, the lender, and the guarantor, or their agents, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, the Department of Education, and their agents.
  - G. So that the loans requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to the school, the lender and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

**Promise to Pay** *In this Note, "lender" refers to, and this Note benefits, the original lender and its successors and assigns, including any subsequent holder of this Note.*

15. I promise to pay to the order of the lender all sums disbursed (hereafter "loan" or "loans") under the terms of this Master Promissory Note (hereafter "Note"), plus interest and other charges and fees that may become due as provided in this Note. **I understand that multiple loans may be made to me under this Note.** I understand that by accepting any disbursements issued at any time under this Note, I accept the obligation to repay the loans. I understand I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that accrues on my unsubsidized loans during in-school, grace, and deferment periods will be added as provided under the Act to the principal balance of such loans. If I fail to make any payment on any loan made under this Note when due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this Note before reading the entire Note, even if otherwise advised. I am entitled to an exact copy of this Note and the Borrower's Rights and Responsibilities statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certifications and Authorizations printed above, the Notice Applicable to Subsequent Loans Made Under This Note, and the Borrower's Rights and Responsibilities statement.

**I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MASTER PROMISSORY NOTE, AND THAT I MUST REPAY SUCH LOAN(S).**

16. Borrower's Signature \_\_\_\_\_ 17. Today's Date (Month/Day/Year) \_\_\_\_\_



# Master Promissory Note *(continued)*

## Disclosure of Loan Terms

This Note applies to both subsidized and unsubsidized Federal Stafford Loans described in the Interest section below. I agree that the lender may sell or assign this Note and/or my loans and acknowledge that any loan may be assigned independently of any other loan to which this Note applies. I agree that each loan is separately enforceable based on a true and exact copy of this Note. Loans disbursed under this Note are subject to the annual and aggregate loan limits specified in the Higher Education Act of 1965, as amended, 20 U.S.C. 1070, et seq., and applicable U.S. Department of Education regulations (collectively referred to as the "Act"). Under this Note, the principal amount that I owe, and am required to repay, will be the sum of all disbursements issued (unless I reduce or cancel any disbursements as provided below).

My lender will determine whether to make any loan under this Note after my loan eligibility is determined by the school where I am enrolled on at least a half-time basis. At or before the time of the first disbursement for each loan, a disclosure statement will be issued to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower's Rights and Responsibilities statement accompanying this Note. The Borrower's Rights and Responsibilities statement and any disclosure statement I receive in connection with any loan under this Note are hereby incorporated into this Note.

I may request additional loan funds for my educational costs (up to the annual and aggregate loan limits). If my school determines that I am eligible for any additional or adjusted loan amount, my school may certify such amount. My eligibility for subsidized and/or unsubsidized loans may change based on changes in my financial circumstances. My school will notify me of any changes in my eligibility. I will be notified of any changes or additions to my subsidized and/or unsubsidized loans in a separate disclosure statement.

## Loan Cancellation

I may pay back all or a portion of a disbursement within time frames set by the Act and identified in the Borrower's Rights and Responsibilities statement or other disclosure statement I receive at or before disbursement. In such case, the origination fee and guarantee fee will be reduced or eliminated in proportion to the amount of the disbursement returned. I will not incur interest charges if I return the full loan amount as provided in the Act.

## Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loans are those specified in the Act. Rate information is presented in the Borrower's Rights and Responsibilities statement accompanying this Note and in a disclosure that is issued to me.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the loan is paid in full. I agree to pay all interest charges on my subsidized Federal Stafford Loans except interest payable by the federal government under the Act. I agree to pay all interest charges on my unsubsidized Federal Stafford Loans. If I fail to make required payments of interest before the beginning or resumption of principal repayment, or during a period of deferment or forbearance, I agree that the lender may capitalize such interest as provided under the Act. There is no federal interest subsidy on unsubsidized loans, so the total amount of interest I am required to repay on unsubsidized loans will be higher than on subsidized loans.

## Origination Fee and Guarantee Fee

For each subsidized and unsubsidized loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency(ies) that guarantee(s) my loans (in each case, the "guarantor") may charge a per loan guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as

identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loans. I understand the origination and guarantee fees may be refundable only to the extent permitted by the Act.

## Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I fail to make any part of a required installment payment within 15 days after it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loans. If I default on any loans, I shall pay reasonable collection fees and costs, plus court costs and attorney fees.

## Repayment

I am obligated to repay the full amount of the loans made under this Note and interest accrued thereon. Federal Stafford Loans have a repayment grace period, which will be disclosed in my disclosure statement. I will repay the principal of my loans in periodic installments during repayment periods that begin on the day immediately following the end of the applicable grace period. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount.

I understand that the school's certification of my loan eligibility determines whether my loans must be repaid as subsidized and/or unsubsidized loans.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is \$600 or the amount of interest due and payable, whichever is larger. My lender must provide me with a choice of repayment plans consistent with the provisions of the Act.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called forbearance. I agree that the lender may align payment dates on my loans or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon repayment in full of each loan under this Note, I agree to accept written notification of such loan payoff in place of receiving the original Note.

## Acceleration and Default

At the option of the lender, the entire unpaid balance of the applicable loans shall become immediately due and payable upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my loan eligibility, (ii) I fail to use the proceeds of the loans solely for educational expenses, (iii) I make a false representation(s) that results in my receiving any loans for which I am not eligible, or (iv) I default on the loans.

The following events shall constitute a default on my loans: (i) I fail to pay the entire unpaid balance of the applicable loans after the lender has exercised its option under items (i), (ii), or (iii) in the preceding paragraph; (ii) I fail to make installment payments when due, provided my failure has persisted for at least 270 days for payments due monthly; or (iii) I fail to comply with other terms of the loans, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loans and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, the default will be reported to all national credit bureau organizations and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities statement. Following default, the loans may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

## Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If a particular loan under this Note is made by the school, or if the proceeds of a particular loan made under this Note are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any lender holding such loan is subject to all claims and defenses that I could assert against the school with respect to such loan. My recovery under this provision shall not exceed the amount I paid on such loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce the applicable loans in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address the lender has for me. I will immediately notify the lender of change of address or status as specified in the Borrower's Rights and Responsibilities statement. Failure by the lender to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the lender. No provision of this Note may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

## Notice Applicable to Subsequent Loans Made Under This Note

This Master Promissory Note authorizes the lender to disburse multiple loans during the multi-year term of this Note upon my request and upon the school's certification of my loan eligibility.

Additional loans may be made under this Note for the same or subsequent periods of enrollment only at four-year or graduate schools, or other schools, as designated by the Secretary of the U.S. Department of Education. I agree that no subsequent loans will be made under this Note after the earliest of the following dates: (i) the date my lender receives my written notice that no further loans may be disbursed under the Note; (ii) one year after the date of my signature on this Note if no disbursement is made during such twelve month period; or (iii) ten years after the date of my signature on this Note.

Any amendment to the Act governs the terms of any loans disbursed on or after the effective date of such amendment, and such amended terms are hereby incorporated into this Master Promissory Note.

# Federal Family Education Loan Program (FFELP) Federal Stafford Loan Master Promissory Note Instructions and Notices

Guarantor, Program, or Lender Identification

*This is a Master Promissory Note under which you may receive multiple subsidized and unsubsidized Federal Stafford Loans over a maximum ten year period. Except for interest charges the federal government pays on your behalf on subsidized Federal Stafford Loans while you are in school and during your grace and deferment periods, you are responsible for paying interest on the principal amount of your loans from the date of disbursement until the loans are paid in full.*

Use a dark ink ball point pen or typewriter. Do not complete this form in pencil. If an item has been completed for you and any part of it is incorrect, cross out the incorrect information and print the correct information. Incorrect, incomplete, or illegible information may cause your loan to be delayed.

**Item 1:** Enter your last name, then your first name and middle initial.

**Item 2:** Enter your nine-digit Social Security Number. If this item has been completed for you, review it for correctness. If it is incorrect, cross out the entire incorrect number and print the entire correct Social Security Number in this box. Your loan(s) cannot be processed without a Social Security Number. Read the Privacy Act and the Financial Privacy Act Notices below before completing this item.

**Item 3:** Enter your permanent home street address, apartment number, city, state and zip code. If you have a Post Office Box and a street address, list both. A temporary school address is not acceptable.

**Item 4:** Enter the area code and telephone number for the address listed in Item 3. If you do not have a telephone, enter N/A.

**Item 5:** Enter the month, day, and year of your birth. Use only numbers. Be careful not to enter the current year.

**Item 6:** Enter the two-letter abbreviation for the state that issued your driver's license followed by the driver's license number. If you do not have a driver's license, enter N/A.

**Item 7:** If you choose, enter the e-mail address you use most frequently.

**Item 8:** Enter the name and address of the lender from which you wish to borrow this loan(s). If you do not have a lender for this loan, contact your school's financial aid office, a bank or other financial institution, or the guarantor or program listed on this form for information on lenders willing to make loans to students attending your school.

**Item 9:** If you know the lender code, enter it here. Otherwise, leave this item blank.

**Item 10:** Enter the requested reference information for two adults who do not share a common United States address. The first reference should be a parent (if living), legal guardian, or an adult relative. References with addresses outside the U.S. are not acceptable. All

requested items, including telephone number, must be complete or your loan(s) will be delayed. If a reference does not have a telephone, enter N/A in the appropriate space.

**Item 11:** Your school will notify you of the amount of subsidized and unsubsidized Stafford loans you are eligible to receive for this and subsequent academic periods. You may decline a loan or request a lower amount by contacting your lender or school. Additional information is included under "Loan Cancellation" in the Borrower's Rights and Responsibilities Statement.

**Item 12:** Check this box only if you want to make interest payments while in school.

**Items 13, 14, and 15:** Read these items carefully.

**Item 16:** Sign your legal name, including your first name, middle initial, and last name. Use a dark ink ballpoint pen. If you are making several copies, press firmly.

**Item 17:** Enter the date you are signing this Note.

## Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is Section 484(a)(4)(B) of the Higher Education Act of 1965, as amended [20 U.S.C. 1091(a)(4)(B)]. You are advised that participation in the Federal Family Education Loan Program is voluntary, but the requested information is necessary for participation.

The principal purpose of this information is to verify your identity, to determine your Program eligibility and benefits, to permit the servicing of your loan(s), and, in the event it is necessary, to locate you and to collect on your loan(s) if it becomes delinquent or defaulted.

The routine uses of this information include its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to guaranty agencies, to credit bureau organizations, to educational and financial institutions, and to agency contractors in order to verify your identity, to determine your Program eligibility and benefits, to permit the servicing or collecting of your loan(s), to counsel you in repayment efforts, to investigate possible fraud and to verify compliance with Program regulations, or to locate you if you become delinquent in your loan(s) payments or you default.

You must provide all of the information requested in order to have your loan processed.

Section 7(b) of the Privacy Act of 1974 (5 U.S.C. 552a Note) requires that when any federal, state, or local government agency requests that you disclose your

Social Security Number (SSN), you must also be advised whether that disclosure is mandatory or voluntary, by what statutory or other authority your SSN is solicited, and what uses will be made of it.

Section 7(a)(2) of the Privacy Act provides that an agency may continue to require disclosure of your SSN as a condition to grant you a right, benefit, or privilege provided by law in cases in which the agency required this disclosure under statute or regulation prior to January 1, 1975, in order to verify the identity of an individual.

Disclosure of your SSN is required to participate in the Federal Family Education Loan Program. The United States Department of Education has, for several years, consistently required the disclosure of the SSN on application forms and other necessary Federal Family Education Loan Program documents adopted pursuant to published regulations.

Your SSN will be used to verify your identity, and as an account number (identifier) throughout the life of your loan(s) in order to record necessary data accurately. As an identifier, the SSN is used in such Program activities as determining your Program eligibility, certifying your school attendance and student status, determining your eligibility for deferment of payments, determining your eligibility for loan discharge, and for tracing and collecting from you in case you become delinquent in your loan payments or you default.

## Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education

will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

## Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1840-0731. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:**

U.S. Department of Education  
Office of Postsecondary Education  
Policy Development Division  
600 Independence Avenue  
S.W. (Room 3053, ROB-3)  
Washington, DC 20202-5449.

**If you have comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.**

# Borrower's Rights and Responsibilities

**Important Notice:** Please retain this statement because it applies to present and subsequent loans received under the Master Promissory Note. You may contact your lender at any time for another copy of this statement.

The Federal Family Education Loan Program (FFELP) includes the following loans:

- Subsidized Federal Stafford Loan (formerly known as Guaranteed Student Loan [GSL]),
- Unsubsidized Federal Stafford Loan,
- Federally Insured Student Loan (FISL),
- Federal Supplemental Loans for Students (SLS), also known as ALAS,
- Federal PLUS (parent) Loan,
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965, as amended.

**1. Governing Law** — Loans disbursed under this Master Promissory Note ("Note") are subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), and applicable U. S. Department of Education regulations (collectively referred to as the "Act"). **NOTE: Any amendment to the Act governs the terms of any loans disbursed on or after the effective date of such amendment.**

**2. Use of this Note** — I may receive multiple loans under this Note over a maximum ten year period. Whether I may receive loans under this Note for only one academic period, or for multiple academic periods, depends on the school I am attending. I may receive loans under this Note from the original lender, or a lender who assumes the right to offer loans under this Note, even if I change my school (provided the school is authorized to certify subsequent loans under this Note) and even if the guaranty agency changes. I must sign a new Note if I do not wish to receive loans from my original lender, or a lender who assumes the right to offer me loans under this Note.

**3. Subsidized and Unsubsidized Loans** — There are two types of Federal Stafford Loans that I may be eligible for under this Note: subsidized and unsubsidized. The subsidized Federal Stafford Loan is based on need. If I qualify, the government pays the lender the interest due on my subsidized loans while I am in school and during grace and deferment periods ("lender" refers to the original lender and its successors, including any subsequent holder of this Note). I am otherwise responsible for interest that accrues on my subsidized loan. The unsubsidized Federal Stafford Loan is not based on need. I am responsible for all interest that accrues on my unsubsidized loans.

**4. Maximum Program Loan Amounts** — Under the Federal Stafford Loan Program (including both subsidized and unsubsidized loans), I may borrow amounts under this Note up to — but no more than — the dollar amounts shown in the chart on this page (Maximum Annual Stafford Loan Amounts and

	Subsidized	Total (Subsidized & Unsubsidized) <sup>3</sup>
<b>DEPENDENT UNDERGRADUATES<sup>2</sup></b>		
First Year	\$2,625	\$2,625
Second Year	\$3,500	\$3,500
Third Year and Beyond	\$5,500	\$5,500
<b>INDEPENDENT UNDERGRADUATES</b> (and dependents whose parents are unable to borrow under the PLUS program)		
First Year	\$2,625	\$6,625
Second Year	\$3,500	\$7,500
Third Year and Beyond	\$5,500	\$10,500
<b>GRADUATE AND PROFESSIONAL STUDENTS</b>	\$8,500	\$18,500
<b>AGGREGATE LIMITS<sup>3</sup></b>		
<b>DEPENDENT UNDERGRADUATES</b>	\$23,000	\$23,000
<b>INDEPENDENT UNDERGRADUATES</b> (and dependents whose parents are unable to borrow under the PLUS program)	\$23,000	\$46,000
<b>GRADUATE AND PROFESSIONAL STUDENTS</b>	\$65,500	\$138,500

1 Certain health professions students may qualify for higher limits.  
2 All undergraduate annual loan limits are subject to proration.  
3 If the borrower does not have financial need for a subsidized Stafford loan using expected family contribution (EFC), or has reached the aggregate limit in subsidized Stafford loans, the borrower may receive up to this entire amount in unsubsidized Stafford loans assuming he or she has remaining eligibility for the loan.

Maximum Aggregate Stafford Loan Amounts). I am subject to the limits on these loan amounts on the basis of the following:

- My academic level (freshman, sophomore, etc.),
- My status as a dependent student or independent student,
- The length of the academic program in which I am enrolled,
- The length of the remainder of my undergraduate program of study if it is less than one academic year, and
- As otherwise authorized by the Act.

**5. Maximum Individual Loan Limits** — For each academic period, my school determines the maximum loan amount I am eligible to receive by considering the factors in Section 4 above and other factors such as my Cost of Attendance, Expected Family Contribution, and other financial aid awarded to me. My school will determine first my eligibility for a subsidized Stafford Loan, and then for an unsubsidized Stafford Loan.

If I have received student loans from more than one lender or from other federal student loan programs, I am responsible for informing my school and my lender of my other student loans. In some cases, I may not be eligible for loans for which I have applied.

**6. Use of Loan Money** — I must use the loan money for authorized educational expenses for

attendance at the school that certified my eligibility for the time period shown on my disclosure statement. Authorized expenses include the following:

- Tuition,
- Room,
- Board,
- Institutional fees,
- Books,
- Supplies,
- Equipment,
- Dependent child care,
- Transportation,
- Commuting expenses,
- Rental or purchase of a personal computer,
- Origination fee and guarantee fee, and/or
- Other documented, authorized costs.

**7. Disbursement of Loan Money** — Generally, my loan money will be disbursed to my school in multiple installments based on the academic terms at my school. If my school does not have academic terms, my loan money will generally be disbursed in at least two installments, one at the beginning and one at the midpoint of my enrollment period for the applicable loans. If my school has a low default rate as specified in the Act, and the period of enrollment is not longer than one semester, trimester, quarter or four months, my loan money may be disbursed in one installment.



If I am enrolled in a foreign school, or in a study abroad program through a school in the U.S. (home institution), the disbursement requirements stated above do not apply and:

- The loan money may be sent in one installment directly to me, or
- I may provide my school or home institution, as applicable, a written authorization designating an individual not affiliated with the school or home institution as my power-of-attorney to negotiate any loan disbursements on my behalf.

Loan money may be credited to my account at my school or disbursed by a check or other means made payable to me.

If this is my first student loan under either the Direct Loan Program or the Federal Family Education Loan (FFEL) Program, I must receive entrance counseling before the first disbursement of my subsidized or unsubsidized Federal Stafford loan can be made.

**8. Change of Status** — I must notify my school and/or lender of certain changes.

I must notify my school's financial aid office if any of the following events take place:

- I reduce my enrollment status to less than half time,
- I withdraw from school,
- I stop attending classes,
- I fail to re-enroll for any term,
- I have a change in my expected graduation date, and/or
- I change my name, local address, permanent address, or e-mail address.

Shortly before my enrollment ends, I must participate in exit counseling with my school, during which I will update my loan records about my:

- Permanent address, e-mail address,
- Telephone number,
- Future employer, and
- References.

I must notify the lender of a particular loan if I fail to enroll with respect to such loan:

- At least half time for the loan period certified, or
- At the school that certified my eligibility.

I must promptly notify my lender(s) if any of the following events occur before loans held by my lender(s) are repaid:

- I change my address or telephone number,
- I change my name (for example, maiden name to married name),
- I withdraw from school or begin attending less than half time,
- I transfer from one school to another school,
- I change my employer or my employer's address or telephone number changes, and/or
- I have any other change in status that would affect my loan (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

**9. Effect of Loans on Other Student Aid** — Federal law requires that before receiving a Federal Stafford Loan, my school must receive a determination of my Pell Grant eligibility. Also, because an unsubsidized loan is more expensive to borrow than a subsidized loan, my school must determine my subsidized loan eligibility before I am offered an unsubsidized loan.

**10. Grace Period** — I will receive a 6-month grace period before the first payment of my Federal Stafford Loan must be made. The grace period begins the day after I cease to be enrolled at least half time at an eligible school.

My grace period does not include any period up to 3 years during which I am called or ordered to active duty for more than 30 days from a reserve component of the Armed Forces of the United States, including the period necessary for me to resume enrollment at the next available regular enrollment period.

**11. Repayment** — All of my loans made under this Note must be repaid. I may be charged an origination and a guarantee fee for each such loan. The amount of these fees will be deducted proportionately from each disbursement.

The repayment period for my loans begins the day after my 6-month grace period ends. My first payment will be due within 45 days after my grace period ends. My lender will notify me of the date my first payment is due.

I must make payments on my loans even if I do not receive a bill or repayment notice. Billing information is sent to me as a convenience, and I am obligated to make payments even if I do not receive any notice. My minimum annual payment required on all my FFELP loans will not, unless the lender otherwise agrees, be less than \$600, except as provided in a graduated or income-sensitive repayment plan. Notwithstanding the preceding sentence, my minimum annual payment will never be less than the amount of interest due and payable.

My principal repayment period for each loan generally lasts 5 years but may not exceed 10 years (except under an extended repayment plan) from the day after the grace period ends.

I will be given the opportunity to choose one of the following repayment plans (for the following repayment plans, the time limits shown do not include periods of deferment and forbearance):

- **Standard Repayment Plan** — If I choose this plan, I will make fixed monthly payments and repay my loan in full within 10 years from the date the loan entered repayment. Payments must be at least \$50 a month and will be more, if necessary, to repay the loan within the required time period. The number or amount of the payments may need to be adjusted to reflect annual changes in the variable interest rate.

■ **Graduated Repayment Plan** — If I choose this plan, I will usually make lower monthly payments at first, and my payments will increase over time. No single payment will be more than three times greater than any other payment. The number or amount of the payments may need to be adjusted to reflect annual changes in the variable interest rate.

■ **Extended Repayment Plan** — If I choose this plan, I will make monthly payments based on fixed annual or graduated repayment amounts over a period not to exceed 25 years. Payments must be at least \$50 a month and will be more, if necessary, to repay the loan within the required time period. The number or amount of the payments may need to be adjusted to reflect annual changes in the variable interest rate. If at the time I sign this Note I have no outstanding balance on a FFELP loan made before October 7, 1998, I am only eligible for this plan if I accumulate outstanding FFELP loans exceeding \$30,000.

■ **Income-Sensitive Repayment Plan** — If I choose this plan, my monthly payments will be adjusted annually, based on my expected total monthly gross income from all sources. I may call my lender at any time for more information about this repayment plan option.

These repayment plans will be explained in more detail during my exit counseling session. If I do not choose an income-sensitive, graduated, or extended repayment plan within 45 days after notification of my repayment choices, or if I choose an income-sensitive repayment plan but do not provide the required documentation within the lender-specified time frame, my lender will require that I repay the loan under a standard repayment plan. I may change the repayment plan on my loan(s) once a year.

There will be no penalty for prepaying any portion of my loans.

All payments and prepayments may be applied in the following order: late charges, fees, and collection costs first, outstanding interest second, and outstanding principal last.

If I fail to make any part of an installment payment within 15 days after it becomes due, I may owe a late charge. This charge may not exceed six cents for each dollar of each late installment.

**12. Interest Rates** — For Stafford Loans first disbursed on or after July 1, 1998, the interest rate will be a variable rate, adjusted annually on July 1, not to exceed 8.25%. The interest rate formula and the actual interest rate applicable to each of my loans will be disclosed to me. After reviewing the actual interest rate, I may cancel or reduce this loan in accordance with the "Loan Cancellation" section below.



**13. Payment of Interest** — My lender will, during the in-school, grace, deferment and active-duty periods for my loans, defer and align principal payments on my outstanding FFELP loans. Interest that accrues on all my subsidized FFELP loans during authorized forbearance periods, and on all my unsubsidized FFELP loans during periods when I am not making regularly scheduled payments may, unless precluded by the Act, be capitalized (added to the principal of my loans) — unless I pay the interest as it accrues.

Except for interest charges the federal government pays on my behalf for subsidized Federal Stafford Loans (while I am in school at least half time, for up to 3 years during active duty service in the Armed Forces as described in Section 10, during the grace period after I leave school, or during any period of authorized deferment), it is my responsibility to pay interest on the principal amount of my loans from the date of disbursement until the loans are paid in full. For all other periods and for unsubsidized Stafford Loans, it is my responsibility to pay interest on my loans.

If I inform my lender that I wish to pay interest as it accrues, but I do not submit the payments, my lender may capitalize that interest.

Capitalized interest increases the principal balance of my loans and the total amount of interest costs I incur. Interest will be capitalized on my loans as provided under the Act. Generally, capitalization may occur no more frequently than quarterly. However interest that accrues on my unsubsidized Stafford loans during in-school, grace or deferment periods may only be capitalized at the end of such periods. In addition, interest may not be capitalized if my lender grants an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, or consolidation. (See the chart entitled,

“Capitalization of Federal Stafford Loan Interest,” for further information on capitalization.)

The charts entitled Repaying My Loans allow me to estimate this cost and estimate the effect of capitalization on my monthly payments. If necessary, I must add two or more estimates of my payments together to approximate more closely the total monthly payment.

The Taxpayer Relief Act of 1997 may allow me to claim a federal income tax deduction for interest payments I make on FFELP loans for the first 60 months (whether consecutive or not) that such loans are in repayment. The deduction applies to interest payments I make on or after January 1, 1998. For further information, I may refer to the IRS Publication 970, which is available at <http://www.irs.ustreas.gov>.

**14. Loan Cancellation** — I understand that the terms of a full or partial loan cancellation depend on when I request the cancellation.

At any time before my loan money is disbursed, I may decline all or part of my loan money by notifying my school or lender. No origination fee, guarantee fee or interest will be charged on the amount of the loan that is cancelled.

■ If my school credits my loan to my student account, **I may cancel all or a part of my loan by informing my school within 14 days** after the date my school sends me a disbursement notice, or by the first day of the school's payment period, whichever is later. (My school can tell me the first day of the payment period). If I cancel all or a portion of my loan as described in this paragraph, my school will return to my lender the cancelled amount of the loan money and the loan fees will be reduced or eliminated in proportion to the amount returned.

■ At any time within 120 days of disbursement, I may pay back all or a part of my loan. The loan

fees will be reduced or eliminated in proportion to the amount returned.

**15. Sale or Transfer of Loans** — The lender may sell or otherwise transfer one or all of my loans without my consent. Should ownership of a loan be transferred, I will be notified of the name, address, and telephone number of the new lender if the address to which I make my payments changes. Sale or transfer of my loans does not affect my rights and responsibilities under such loans. If the lender sells my loans to another originating lender, the lender may also transfer the right to offer subsequent loans under the Note to such purchaser. I always have the right to terminate a lender's ability to make loans to me under this Note by written notice to the lender.

**16. Loan Discharge** — My loans will be discharged if documentation of my death is submitted to my lender. My loans also may be discharged if I become totally and permanently disabled. A complete application for loan discharge must be submitted to my lender, and documentation verifying the total and permanent disability must be certified by my doctor. My lender may not approve a request for discharge on the basis of total and permanent disability for a condition that existed at the time I applied for this loan unless my doctor certifies that the condition substantially deteriorated after the loan was made.

My loan will not automatically be discharged in bankruptcy. In order to discharge a loan in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.


In certain cases, the Act provides for loan discharge for borrowers who are unable to complete a course of study because the institution closes, or borrowers whose loan eligibility was falsely certified by the institution. The Act also provides for loan discharge in the amount of any required refund that my school failed to make to my lender on my behalf.

## What is Capitalization?

Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan. You are responsible for paying the interest due on your loan as described in Item 3 of this Rights and Responsibilities statement.

If you fail to make required interest payments before the beginning or resumption of principal repayment, or if you are granted a deferment (on an unsubsidized Stafford Loan) or forbearance, your lender may capitalize such interest as provided under the Act. The principal balance of your loan will increase each time your lender capitalizes unpaid interest. As a result, you will pay more interest charges over the life of the loan. When you leave school and begin repaying your loan, your monthly payment amount will be higher or, if your loan is subject to the \$50 minimum payment, you will make more payments.

This chart compares the monthly payments on unsubsidized Stafford loans where interest is paid while the borrower is in school and loans where the interest is capitalized. This example uses the maximum interest rate for Stafford loans, 8.25%. This is an estimate only. The actual interest capitalized will depend on factors such as disbursement date, number of disbursements, and the variable interest rate.

Treatment of Interest	Loan Amount	Capitalized Interest for 12 months	Principal to be Repaid	Monthly Payment	Number of Payments	Total Amount Repaid
When you pay the interest	\$15,000	\$ 0	\$15,000	\$184	120	\$22,077
When you don't pay the interest	\$15,000	\$1,350	\$16,350	\$201	120	\$24,069
 <b>Result:</b> During repayment, you pay \$17 less per month and \$1,987 less over the lifetime of your loan(s) when you pay the interest as it is charged.						

*Contact your lender if you have questions or need more information.*

Neither the lender, the guarantor, nor the Department of Education vouch for the quality or suitability of the academic programs offered by participating schools. Unless I qualify for loan discharge under the Act, I must repay the loans even if I do not complete my education, I am unable to obtain employment in my field of study, or I am dissatisfied with, or do not receive, the education I paid for with the loans.

**17. Consequences of Default** — Default is defined in detail in my Note. If I default, the entire unpaid balance and collection fees on the applicable loans will become immediately due and payable. Failure to repay loans made under this Note may result in any or all of the following:

- Loss of federal and state income tax refunds,
- Loss of other federal or state payments,
- Legal action against me,
- Collection charges (including attorney fees) being assessed against me,
- Loss of my professional license,
- An increase in my interest rate,
- Loss of eligibility for other student aid and assistance under most federal benefit programs,
- Loss of eligibility for loan deferments,
- Negative credit reports to credit bureaus, and/or
- My employer withholding part of my wages to give them to my guarantor (administrative wage garnishment).

**18. Credit Bureau Notification** — Information concerning the amount, disbursement, and repayment status (current or delinquent) of loans will be reported to one or more national credit bureau organizations on a regular basis. If I default on any loans made under this Note, that default also will be reported to national credit bureaus. Before any guaranty agency reports such a default, it will give me at least 30 days notice that default information will be disclosed to a credit bureau unless I enter into repayment arrangements within 30 days of the date on the notice. The guarantor will give me a chance to ask for a review of the debt(s) before the default is reported. My lender and guarantor must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information reported by the lender or guarantor.

**19. Special Repayment Arrangements** —

- A Federal Consolidation Loan Program is available under which I (or my spouse and I jointly) may consolidate into one debt federal education loans received from different lenders and/or under different education loan programs. Depending on the amount I borrow, this program may provide for an extension of my repayment period. Consolidation permits multiple debts to be combined into one monthly payment.

For additional information, I should contact my lender or guarantor.

- Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense in accordance with 10 U.S.C. 2141. Questions should be addressed to the local service recruiter. This is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.
- In addition, volunteers who complete service in an approved national or community service project can earn an educational award. The award can be used to repay a Federal Stafford Loan. If I receive an educational award, I am responsible for providing my lender with information and documentation regarding my term of service and the award.

If I am a full-time teacher and at the time I signed this Note I have no outstanding balance on a Title IV loan made before October 1, 1998, I may be eligible for loan forgiveness. The U.S. Department of Education will repay a fixed amount of my subsidized and unsubsidized Stafford loans if I have worked as a full-time teacher for 5 consecutive school years, if I am not in default on any such loan, and if I meet all other eligibility requirements under the Act.

If I am a child care provider and my first FFELP loan was made to me on or after October 7, 1998, I may qualify for loan forgiveness under a demonstration program set forth in the Act. I understand that I must meet other eligibility requirements under the Act and that this program requires annual federal funding.

**20. Deferments** — Under certain circumstances, I have a right to defer (postpone) repayment. The types of deferments that are available to me depend on when I first obtained a FFELP loan. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on my loan(s), I am not eligible for a deferment.

If at the time I sign this Note I have no outstanding balance on a FFELP loan made before July 1, 1993, the following deferments are available while I am:

- Enrolled at least half time at an eligible school,
- Engaged in a full-time course of study in a graduate fellowship program,
- Engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- Conscientiously seeking, but unable to find, full-time employment (for up to three years),
- Experiencing an economic hardship as determined by federal law (for up to three years).

My lender will process an in-school deferment based on (i) my request along with documentation verifying my eligibility, or (ii) the lender's receipt of a school

certification of eligibility in connection with a new loan, or (iii) the lender's receipt of a student status information indicating that I am enrolled on at least a half-time basis.

In all other cases, I must provide my lender with a deferment request and evidence that verifies my eligibility.

If at the time I sign this Note I have a FFELP loan disbursed before July 1, 1993, information on applicable deferment opportunities will be found in my earlier promissory note materials.

**21. Forbearance** — If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest charges continue to accrue during a forbearance period.

The lender may grant me a forbearance in the following circumstances:

- Financial hardship, and/or
- Illness.

My lender is generally not required to grant a forbearance and may require me to provide my reasons for the request and other information. The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, or consolidation.

Circumstances that require my lender to grant me a forbearance include:

- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of my total monthly gross income (for up to three years).

Upon request, my lender will provide me with forbearance information and a forbearance request form.

*Repayment information follows*

Follow these steps to estimate your loan payment. For subsidized Federal Stafford Loans, complete Step 3 only. The federal government pays the interest while you are in school.

### Step 1: Calculate Your Monthly Interest Charges

As an example, we've used a \$4,500 loan with a 7% interest rate. If your loan amount is not on the table, follow the example below to estimate your monthly accrued interest.

#### Example:

Stafford Loan of \$4,500 at 7% interest

$$\begin{array}{r} \$4,000 = \$23.33/\text{month} \\ + 500 = 2.92/\text{month} \\ \hline \$26.25/\text{month} \end{array}$$

Your Monthly Interest \$ \_\_\_\_\_.

### Approximate Monthly Interest

Loan Amount	6.5%	7.0%	7.5%	8.0%	8.25%
\$500	\$2.71	\$2.92	\$3.13	\$3.33	\$3.44
\$1,000	\$5.42	\$5.83	\$6.25	\$6.67	\$6.88
\$2,000	\$10.83	\$11.67	\$12.50	\$13.33	\$13.75
\$3,000	\$16.25	\$17.50	\$18.75	\$20.00	\$20.63
\$3,500	\$18.96	\$20.42	\$21.88	\$23.33	\$24.06
\$4,000	\$21.67	\$23.33	\$25.00	\$26.67	\$27.50
\$5,000	\$27.08	\$29.17	\$31.25	\$33.33	\$34.38
\$5,500	\$29.79	\$32.08	\$34.38	\$36.67	\$37.81
\$6,000	\$32.50	\$35.00	\$37.50	\$40.00	\$41.25
\$7,000	\$37.92	\$40.83	\$43.75	\$46.67	\$48.13
\$8,000	\$43.33	\$46.67	\$50.00	\$53.33	\$55.00
\$8,500	\$46.04	\$49.58	\$53.13	\$56.67	\$58.44

### Step 2: Estimate Your Capitalized Interest

Complete this step only if you will capitalize interest on an unsubsidized Federal Stafford Loan. ***This is an estimate only.*** Actual interest capitalized will depend on factors such as disbursement dates, number of disbursements, and the variable interest rate.

	Monthly Interest (From Step One)		Number of Months in school and Grace		Estimate of Capitalized Interest
Sample	\$ 26.25	X	\$ 27	=	\$ 709
Unsubsidized Stafford	\$ _____	X	\$ _____	=	\$ _____

### Step 3: Estimate Your Monthly Payment

Round your loan up to the nearest \$500. If your principal amount is not on the table, follow the example above in Step 1 to estimate your monthly payment. If you previously had interest capitalized, add it to the original loan amount to get the new principal amount.

#### Example:

Stafford Loan of \$4,500 at 7% interest

$$\begin{array}{r} \$4,500 = \text{Principal amount} \\ + 709 = \text{Interest capitalized} \\ \hline \$5,209 = \text{New Principal Amount} \end{array}$$

Round up to nearest \$500 = \$5,500  
Estimated Monthly Payment = \$63.86

### Estimated Monthly Payments (10 Year Term)

Principal Balance	6.5%	7.0%	7.5%	8.0%	8.25%
\$500*	\$5.68	\$5.81	\$5.94	\$6.07	\$6.13
\$1,000*	\$11.35	\$11.61	\$11.87	\$12.13	\$12.27
\$2,000*	\$22.71	\$23.22	\$23.74	\$24.27	\$24.53
\$3,000*	\$34.06	\$34.83	\$35.61	\$36.40	\$36.80
\$3,500*	\$39.74	\$40.64	\$41.55	\$42.46	\$42.93
\$4,000*	\$45.42	\$46.44	\$47.48	\$48.53	\$49.06
\$5,000	\$56.77	\$58.05	\$59.35	\$60.66	\$61.33
\$5,500	\$62.45	\$63.86	\$65.29	\$66.73	\$67.46
\$6,000	\$68.13	\$69.67	\$71.22	\$72.80	\$73.59
\$7,000	\$79.48	\$81.28	\$83.09	\$84.93	\$85.86
\$8,000	\$90.84	\$92.89	\$94.96	\$97.06	\$98.12
\$8,500	\$96.52	\$98.69	\$100.90	\$103.13	\$104.25

\*Minimum monthly payment = \$50 or amount of interest accruing each month

	Loan Amount		Estimate of Capitalized Interest (From Step Two)		New Principal Balance		Estimated Monthly Payment
Sample	\$ 4,500	+	\$ 709	=	\$ 5,209		\$ 63.86
Subsidized Stafford	\$ _____	+	\$ - 0 -	=	\$ _____		\$ _____
Unsubsidized Stafford	\$ _____	+	\$ _____	=	\$ _____		\$ _____



# Federal Family Education Loan Program (FFELP) Federal Stafford Loan School Certification

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097.

Guarantor, Program, or Lender Identification

(Reserved for school, lender, or guarantor mailing address as appropriate)

1. School Code
2. School Information (Name, address, and phone number)

**To be completed by a financial aid administrator or other school official authorized to certify financial aid forms.**

3. Borrower's Last Name		First Name	MI	4. Social Security Number	
5. Permanent Street Address			6. Telephone Number		7. Date of Birth (Month/Day/Year)
City	State	Zip	8. Borrower e-mail Address (optional)		
9. Lender Code/Name					
10. Grade Level		11. Enrollment Status (Check one) <input type="checkbox"/> Full Time <input type="checkbox"/> At Least Half Time		12. Anticipated (Completion) Graduation Date (Month/Day/Year)	
13. Loan Period (Month/Day/Year) From:		14. Certified Loan Amounts a. Subsidized    \$                      .00		15. Recommended Disbursement Date(s) (Month/Day/Year) 1st    2nd	
To:		b. Unsubsidized    \$                      .00		3rd    4th	

## School Certification

I hereby certify that the borrower named on this Certification is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is eligible for the loan type(s) certified. I certify that the student is an eligible borrower in accordance with the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act). I further certify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarcerated, and that the borrower has been determined eligible for loan(s) in the amount(s) certified. I further certify that the disbursement schedule complies with the requirements of the Act and hereby authorize the guarantor and/or the lender to adjust disbursement dates if necessary to ensure compliance with the Act. I further certify that, based on records available and due inquiry, the borrower has met the requirements of the Selective Service Act and that the information provided in this Certification is true, complete, and accurate to the best of my knowledge and belief. I agree to provide the borrower (i) with confirmation of any transfer of funds through electronic funds transfer (EFT) or master check to the borrower's student account, and (ii) with an opportunity to cancel or reduce any disbursement of a loan.

16. Signature of Authorized School Official \_\_\_\_\_ 17. Date (Month/Day/Year) \_\_\_\_\_  
Name/Title (Printed or Typed) \_\_\_\_\_

*Please refer to the instructions for completing this form.*

# Instructions for Certifying a Federal Stafford Loan

**Important Notice:** If certification information is transmitted electronically, do not complete the School Certification form.

**Item 1:** Enter the code for your institution. This code is provided by the U.S. Department of Education for the Federal Family Education Loan Program.

**Item 2:** Enter your school name, address, and telephone number, including area code, of the school official who can answer questions about this certification.

**Item 3:** Enter the borrower's complete name, last name first, followed by the first name and middle initial.

**Item 4:** Enter the borrower's social security number.

**Item 5:** Enter the borrower's permanent street address.

**Item 6:** Enter the borrower's telephone number.

**Item 7:** Enter the borrower's date of birth in month, day, year format.

**Item 8:** Enter the borrower's e-mail address if known.

**Item 9:** Enter the borrower's lender selection (identification number and name) if known.

**Item 10:** Enter the academic level of the student seeking this loan. Select the proper grade level indicator using the standard grade level codes provided:

Code	Grade Level
1	Freshman/First Year (including proprietary institution programs that are less than one year in duration)
2	Sophomore/Second Year
3	Junior/Third Year
4	Senior/Fourth Year
5	Fifth Year/Other Undergraduate (including sixth year undergraduate and continuing education students)
A	First Year Graduate/Professional
B	Second Year Graduate/Professional
C	Third Year Graduate/Professional
D	Beyond Third Year Graduate/Professional

**Item 11:** Indicate whether the student is (or plans to be) enrolled at least half time or full time. Students enrolled (or planning to enroll) less than half time are not eligible.

**Item 12:** Enter the date the student is expected to complete the program at your institution. Use numbers in a Month/Day/Year format; for example, 6/9/96. Day date is needed to determine the specific day the student will enter repayment (as per the Act). If you are unsure of the actual completion date in the future, enter the last day of the month.

**Item 13:** Enter the dates covered by the student's cost of attendance. These dates must coincide with actual term starting and ending dates. At a school without academic terms, these dates must coincide with the borrower's program of study if that is less than an academic year in length, or the academic year. Use numbers in a Month/Day/Year format.

**Item 14:** Enter the lesser of the following: A) the amount of the student's eligibility for each loan type, or B) the loan amount requested by the student. The student's eligibility must be reduced if the student is attending a program with a length of less than a full academic year, or completing the remaining balance of a program in a period of less than an academic year. The student's eligibility may also be reduced based on professional judgment. If this field is left blank, the loan(s) will be delayed.

**Item 14a:** Certify the lesser of the student's eligibility for a subsidized Federal Stafford Loan or the subsidized Stafford amount requested by the student. If the student is not eligible for a subsidized Federal Stafford Loan, enter 0.

**Item 14b:** Certify the lesser of the student's eligibility for an unsubsidized Federal Stafford Loan or the unsubsidized Stafford amount requested by the student. If the student is not eligible for an unsubsidized Federal Stafford Loan, enter 0.

**Item 15:** Enter the disbursement dates for this loan(s) as determined in accordance with the Act.

**Item 16:** Your signature acknowledges that you have read and agree to the provisions in the School Certification. You must sign the Certification and print your name and title.

**Item 17:** Enter the date of Certification.

## LENDER'S INITIAL DISCLOSURE

See Common Manual subsection 6.1.1. for more information.

At or before the time of the first disbursement of a Federal Stafford or Federal Parent Loans for Undergraduate Students (PLUS) loan, the lender must provide the following information to the borrower:

- The lender's name and the address to which correspondence with the lender and payments should be sent
- The principal balance
- The amount of any charges, including the origination fee and, if applicable, the guarantee fee, along with an explanation of whether those charges are being deducted from the loan or paid separately by the borrower
- The actual interest rate *and the interest rate formula*
- The annual and aggregate maximum loan amounts that may be borrowed (loan limits)
- A statement that information on the loan, including the date and amount of disbursements, will be reported to a national credit bureau
- An explanation of when repayment is required and when the borrower is required to pay accruing interest
- The minimum and maximum repayment term; the minimum annual payment amount
- An explanation of any options the borrower may have for consolidating or refinancing
- A statement that the borrower has the right to repay all or part of the loan at any time
- A statement describing the circumstances under which the borrower may defer repayment of principal or accruing interest
- A statement of the availability of the Department of Defense program for repayment of loans on the basis of military service
- A statement on the consequences of default
- An explanation of how accepting the loan may affect the student's eligibility for other financial aid
- An explanation of any costs the borrower may incur in the making or collecting of the loan
- A statement that the loan proceeds will be transmitted to the school for delivery to the borrower
- Cumulative outstanding balance owed to the lender, including the loan applied for, and an estimate of – or information that permits the borrower to estimate – the projected monthly payment amount based on the cumulative balance

## ☛ Higher Education Amendments of 1998

The lender must provide an initial disclosure to the borrower, in simple and understandable terms, in a written or electronic format. In addition to the items listed above, the initial disclosure must also include the lender's telephone number and, at the lender's option, an electronic address from which the borrower can obtain additional loan information.

## PLAIN ENGLISH DISCLOSURE

Dear Student Loan Customer:

We want you to be aware of your rights and responsibilities to this loan. These were previously described for you in the promissory note you signed and in the materials you received with your application. A check will be mailed or the funds transferred electronically to the school on the date(s) indicated in the enclosed disclosure statement. You may inquire at your school's financial aid office.

Please remember this student loan is your debt and must be repaid. If you leave school or cease to carry at least one-half the normal academic workload, you must contact your lender immediately to set up a repayment schedule. You may be eligible to defer repayment of your loan under certain circumstances as described to you in materials you have previously received. You may prepay your loan at any time without penalty. You must keep your lender informed of changes in your address and enrollment status in school.

Your loan may be sold or transferred from your original lender to a new holder. If a sale or transfer occurs, you will be notified by both the seller and the purchaser.

As a reminder, failure to repay your loan according to its terms and conditions will result in reporting your default to a national credit bureau and may result in any or all of the following:

- Loss of federal treasury payment and/or state income tax refund
- Legal action and/or collection costs
- Loss of eligibility for federal student aid
- Difficulty in obtaining other credit
- Garnishment of wages

If you have any questions, please contact (lender name) at (lender phone number).

We wish you success in your educational pursuits and hope to continue to be of service to you.

Sincerely,

NOTE: This sample language may be used for subsidized or unsubsidized Federal Stafford Loans and is intended to be mailed to the borrower. It must be modified, as appropriate, to apply to Federal PLUS and Federal Consolidation Loans.



COORDINATING BOARD FOR HIGHER EDUCATION  
P.O. BOX 6730; JEFFERSON CITY, MISSOURI 65102  
(314) 751-3940

**NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT**

**STAFFORD LOAN  
(SUBSIDIZED)**

**INSURANCE NUMBER:** 99

**GUARANTEE DATE:** 03/02/1999

**BORROWER NAME AND ADDRESS:**

**LENDER NAME AND ADDRESS:**

AMY  
S I35E  
DENTON TX 76205

FOREST PARK AVENUE  
ST LOUIS MO 63108  
(314) 721-

(940) 433-

**LENDER CODE:**

**SCHOOL NAME AND ADDRESS:**

**BORROWER SSN:**

STATE UNIVERSITY  
FINANCIAL AID OFFICE  
PO BOX  
DENTON TX 76203  
(817) 788-

**STUDENT NAME/SSN:**

N/A

**SCHOOL CODE:**

**LOAN INFORMATION**

**SOURCE:** 9

INTEREST RATE	AMOUNT BORROWED	LESS ORIGINATION FEE	LESS INSURANCE PREMIUM	NET LOAN AMOUNT
6.860% *	\$2,554.00	\$76.62	\$0.00 ***	\$2,477.38

\* VARIABLE RATE NOT TO EXCEED 8.250%

LOAN AMOUNT DISBURSEMENT - Actual delivery of funds may be different than the estimated disbursement dates listed below:

ESTIMATED DISBURSEMENT DATE(S)	DISBURSEMENT AMOUNT(S)	LESS ORIGINATION FEE	LESS INSURANCE PREMIUM	AMOUNT DISBURSED TO BORROWER
(1) 03/02/1999	\$2,554.00	\$76.62	\$0.00 ***	\$2,477.38

LOAN PERIOD	GRADE LEVEL	GRACE PERIOD	ANTICIPATED GRADUATION DATE	REPAYMENT START DATE	INTEREST ** PAYMENT SELECTION
08/31/1998 TO 05/14/1999	C	6	05/31/2003	12/01/2003	N/A

\*\* The lender will notify you of the actual interest payment amount, repayment schedule and due date if you have selected to pay the interest accruing prior to the repayment period

**TOTAL INDEBTEDNESS:** Total amount owed including this loan: \$3,000.00 This amount includes the amount of this loan and other outstanding Stafford, SLS, PLUS, and Consolidation Loans guaranteed by MSLP. Other educational loans and defaulted loans are not included. You may project your estimated

monthly payments using the Payment Table Instructions on the reverse side of this document.

\*\*\* YOUR INSURANCE PREMIUM OF \$25.54 WAS PAID BY YOUR LENDER.

**ADDENDUM**  
**NOTICE OF LOAN GUARANTEE AND DISCLOSURE STATEMENT**  
**FEDERAL FAMILY EDUCATION LOAN STAFFORD AND PLUS LOAN PROGRAMS**

NEW FEDERAL LEGISLATION SIGNED INTO LAW BY THE PRESIDENT ON JUNE 9, 1998 CHANGED THE METHOD USED TO CALCULATE THE INTEREST RATE FOR THE FEDERAL FAMILY EDUCATION LOAN (FFEL) STAFFORD AND PLUS LOAN PROGRAMS.

**CHANGES AFFECTING THE FEDERAL FAMILY EDUCATION STAFFORD LOAN PROGRAM**

FIRST DISBURSEMENT

MADE ON/AFTER

JULY 1, 1998

*IN-SCHOOL, GRACE AND DEFERMENT PERIODS:*

VARIABLE INTEREST RATE - EQUAL TO 91-DAY TREASURY BILLS\* PLUS 1.7%, NOT TO EXCEED 8.25%.

*REPAYMENT AND FORBEARANCE PERIODS:*

VARIABLE INTEREST RATE - EQUAL TO 91-DAY TREASURY BILLS\* PLUS 2.3%, NOT TO EXCEED 8.25%.

**PRIOR METHOD**

FIRST DISBURSEMENT

MADE PRIOR TO

JULY 1, 1998

*IN-SCHOOL, GRACE AND DEFERMENT PERIODS:*

VARIABLE INTEREST RATE - EQUAL TO 91-DAY TREASURY BILLS\* PLUS 2.5%, NOT TO EXCEED 8.25%.

*REPAYMENT AND FORBEARANCE PERIODS:*

VARIABLE INTEREST RATE - EQUAL TO THE 91-DAY TREASURY BILLS\* PLUS 3.1%, NOT TO EXCEED 8.25%.

**CHANGES AFFECTING THE FEDERAL FAMILY EDUCATION PLUS LOAN PROGRAM**

FIRST DISBURSEMENT

MADE ON/AFTER

JULY 1, 1998

VARIABLE INTEREST RATE - EQUAL TO 91-DAY

TREASURY BILLS \* PLUS 3.1%, NOT TO EXCEED 9%.

**PRIOR METHOD**

FIRST DISBURSEMENT

MADE PRIOR TO

JULY 1, 1998

VARIABLE INTEREST RATE - EQUAL TO THE 52-WEEK

TREASURY BILLS \*\* PLUS 3.1%, NOT TO EXCEED 9%.

ALL VARIABLE INTEREST RATES ARE ADJUSTED ANNUALLY ON JULY 1.

\* BASED ON THE BOND EQUIVALENT RATE OF THE 91-DAY TREASURY BILLS AUCTIONED AT THE FINAL AUCTION JUST PRIOR TO JUNE 1.

\*\* BASED ON THE BOND EQUIVALENT RATE OF THE 52-WEEK TREASURY BILLS AUCTIONED AT THE FINAL AUCTION JUST PRIOR TO JUNE 1.